



November 1, 2011

Sheeri Cabral  
59 Keenan St.  
Watertown, MA 02472

**Offer of Employment: Mozilla Corporation**

Dear Sheeri:

We are excited to invite you to join the Mozilla team as **Sr. Database Administrator/Architect** initially reporting to **Corey Shields**. This letter describes the basic details of our employment offer so please review it carefully, and if you have any questions don't hesitate to email Corey or your recruiter.

**Offer Terms.** Below is a summary of the key terms of your offer.

- **Starting Salary.** Your starting annual salary will be **\$110,000 USD**. Payments are made semi-monthly.
- **Location.** Your primary office will be located in **Watertown, MA**; however, it is understood that from time to time you may travel for work purposes. Related travel and business expenses will be reimbursed according to our standard expense policies.
- **Bonus.** In addition to your salary, you will be eligible to participate in any bonus programs that may be established by Mozilla for employees in your position from time to time. Although not a guarantee, historically our quarterly target bonuses have been funded up to 40% of base salary depending upon Mozilla's performance and upon approval of the Board of Directors.

**Benefits.** Mozilla provides an array of benefits and services to its employees. Below is a summary of some of the current offerings, all of which may be modified from time to time or discontinued as determined by Mozilla.

- **Health Benefits.** You will be eligible to participate in the health benefits programs offered by Mozilla, including medical, dental, and vision plans, as well as a range of disability and life insurance programs. Mozilla currently pays 100% of the employer and employee monthly health insurance costs, so there are no additional payroll deductions for standard health benefits. We are committed to providing competitive health benefit programs because we want you to be healthy, happy and productive. Your new hire offer package includes complete details on our current health plan options.
- **Retirement.** We offer a 401(k) savings plan through Fidelity and Mozilla currently contributes a minimum of 3% of your annual base salary each year and has funded up to 7% historically. All additional discretionary contributions are determined by our Board of Directors at the end of each calendar year. These benefits and contribution rates are subject to change or termination at Mozilla's discretion.



- SKC  
11/01/2011
- Paid Time Off (PTO). We currently offer 20 days of Paid Time Off (PTO) annually, subject to accrual policies.
  - Holidays: In addition to PTO, Mozilla recognizes 11 holidays annually (10 holidays plus a flex day which is typically your birthday).
  - Relocation. If you are eligible for relocation, and upon approval by Mozilla, we will provide relocation assistance subject to the relocation package and terms to be provided separately.

**Confidentiality and Conflicting Obligations**. By signing this offer letter, you are also agreeing to all of the provisions contained in the attached Confidential Information and Inventions Agreement. During your employment you agree not to engage in outside consulting activities, whether compensated or not, which materially interfere with the performance of your job duties with Mozilla or create a conflict of interest, nor will you establish a competing business during your employment with Mozilla. These provisions are designed to protect you, other employees, and Mozilla, and some will survive the termination of your employment with Mozilla. You represent that your signing of this offer letter and your commencement of employment with Mozilla will not violate any lawful agreement currently in place between yourself and current or past employers. We respect the confidentiality of all other parties and therefore, all applicants and employees are expressly prohibited from using or disclosing any confidential or proprietary material of any former employer or in any way violating any other legal obligations you may have to any former employer or other parties, during both the pre-hire process and your employment with Mozilla.

**At Will Employment**. You understand that this offer is not an employment contract for any particular term and that you have the right to resign and Mozilla has the right to terminate your employment at will, at any time, for any or no reason, with or without cause. Further, your participation in any benefit program is not to be regarded as assuring you of continuing employment for any particular period of time. Your at-will employment status cannot be modified unless the modification is written and signed by both you and the CEO of Mozilla.

**Contingencies**. This offer is contingent on the following:

(i) Your being legally authorized to work in the United States when your employment begins. Please note that because of Federal immigration laws, within three (3) business days of starting your new position, you will need to present documentation demonstrating that you have authorization to work in the United States. If you have questions about this requirement, which applies to U.S. citizens and non-U.S. citizens alike, you may contact [immigration@mozilla.com](mailto:immigration@mozilla.com).

(ii) Mozilla's completion of satisfactory reference checks; and

(iii) Commencing employment with Mozilla no later than your agreed upon start date.

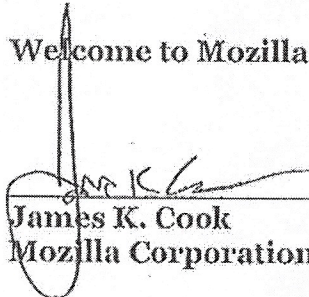
**Complete Agreement**. This offer, including the attached Confidential Information and Inventions Agreement, constitutes the entire agreement between you and Mozilla relating to the matters discussed in the offer, and this offer replaces any prior agreements, statements, or representations regarding its subject matter. By signing this offer letter, you are representing that you are not relying on any representations made to you that are not expressly included in this letter.



**Withholding Taxes.** All forms of compensation referred to in this letter are subject to applicable withholding and payroll taxes.

**Acceptance.** To accept this offer, please sign in the space indicated below and return via the enclosed FedEx envelope or send a PDF copy to [peoplepeople@mozilla.com](mailto:peoplepeople@mozilla.com). Your signature will acknowledge that you have understood and agreed to the terms and conditions of this offer, including the attached Confidential Information and Inventions agreement. If not accepted, this offer will expire in ten (10) business days after the date of this letter.

Welcome to Mozilla!

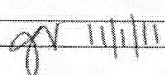
  
James K. Cook  
Mozilla Corporation

I have read and understand all of the terms of this offer letter and the Confidential Information and Inventions agreement and hereby acknowledge, accept and agree to all of the terms as set forth above and in the Confidential Information and Inventions Agreement and further confirm that no other commitments were made to me as part of my employment offer except as specifically set forth herein.

  
Sheeri Cabral

Date: 11/01/2011

Start Date: November 28, 2011

Information for the Mozilla People Group	
Start Date:	November 28, 2011
Work Location:	Watertown, MA
Title:	Sr. Database Administrator/Architect
Manager:	Corey Shields
Starting Annual Base Salary:	\$110,000 USD
Entity:	Mozilla Corporation: United States
Relocation Authorized:	No
Immigration Required:	No
CFO or VP HR Reviewed (Initial / Date)	
Payroll Manager (Initial / Date)	
Rev: 1.1. Nov 10(jl)	



**Form I-9, Employment  
Eligibility Verification**

Read instructions carefully before completing this form. The instructions must be available during completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Verification** (To be completed and signed by employee at the time employment begins.)

Print Name: Last <b>CABRAL</b>	First <b>SHEERI</b>	Middle Initial <b>K</b>	Maiden Name <b>SHEERI KRITZER</b>
Address (Street Name and Number) <b>58 KEENAN STREET</b>		Apt. #	Date of Birth (month/day/year) <b>09/17/1978</b>
City <b>WATER TOWN</b>	State <b>MA</b>	Zip Code <b>02472</b>	Social Security # <b>150-72-5995</b>

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.



Employee's Signature

I attest, under penalty of perjury, that I am (check one of the following):

- ☒ A citizen of the United States  
☐ A noncitizen national of the United States (see instructions)  
☐ A lawful permanent resident (Alien #) \_\_\_\_\_  
☐ An alien authorized to work (Alien # or Admission #) \_\_\_\_\_  
until (expiration date, if applicable - month/day/year)

Date (month/day/year)

**Preparer and/or Translator Certification** (To be completed and signed if Section 1 is prepared by a person other than the employee.) I attest, under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct.

Preparer's/Translator's Signature

Print Name

Address (Street Name and Number, City, State, Zip Code)

Date (month/day/year)

**Section 2. Employer Review and Verification** (To be completed and signed by employer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number, and expiration date, if any, of the document(s).)

List A	OR	List B	AND	List C
Document title: _____		_____		_____
Issuing authority: _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____
Document #: _____		_____		_____
Expiration Date (if any): _____		_____		_____

**CERTIFICATION:** I attest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee named, that the employee began employment on (month/day/year) \_\_\_\_\_ and that to the best of my knowledge the employee is authorized to work in the United States. (State employment agencies may omit the date the employee began employment.)

Signature of Employer or Authorized Representative	Print Name	Title
Business or Organization Name and Address (Street Name and Number, City, State, Zip Code)		Date (month/day/year)

**Section 3. Updating and Reverification** (To be completed and signed by employer.)

A. New Name (if applicable)	B. Date of Rehire (month/day/year) (if applicable)	
C. If employee's previous grant of work authorization has expired, provide the information below for the document that establishes current employment authorization.		
Document Title: _____	Document #: _____	Expiration Date (if any): _____
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.		
Signature of Employer or Authorized Representative		Date (month/day/year)



*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE



**UNITED STATES OF AMERICA**  
Type / Type / Tipo      Code / Code / Código      Passport No. / No. / No.

Type / Type / Tipo

Code / Code / Coding

Passport No. / No. du Passeport / No. de Pasaporte

**F**

USA

447770790

Surname / Nom / Apellidos

CABRAL

Given Names / Prénoms / Nombres

SHEERI KRITZER

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

17 Sep 1978

Place of birth / Lieu de naissance / Lugar de nacimiento

NEW JERSEY, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

26 Jan 2009

Date of expiration / Date d'expiration / Fecha de caducidad

25 Jan 2019

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

**F**

Authority / Autorité / Autoridad

United States

Department of State

USA

P<USACABRAL<<SHEERI<KRITZER<<<<<<<<<<<<<<  
4477707903USA7809176F1901252105747534<701066



# Form W-4 (2011)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2011 expires February 16, 2012. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$950 and includes more than \$300 of unearned income (for example, interest and dividends).

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for Information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for Information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using

Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 919 to see how the amount you are having withheld compares to your projected total tax for 2011. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

## Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent . . . . .	A	1
B	Enter "1" if: <ul style="list-style-type: none"><li>• You are single and have only one job; or</li><li>• You are married, have only one job, and your spouse does not work; or</li><li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li></ul> . . . . .	B	1
C	Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	C	0
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return: . . . . .	D	0
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above) . . . . .	E	0
F	Enter "1" if you have at least \$1,900 of child or dependent care expenses for which you plan to claim a credit . . . . .	F	0
(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)			
G	<b>Child Tax Credit</b> (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"><li>• If your total income will be less than \$61,000 (\$90,000 if married), enter "2" for each eligible child; then less "1" if you have three or more eligible children.</li><li>• If your total income will be between \$61,000 and \$84,000 (\$90,000 and \$119,000 if married), enter "1" for each eligible child plus "1" additional if you have six or more eligible children . . . . .</li></ul>	G	0
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	H	2
For accuracy, complete all worksheets that apply. <ul style="list-style-type: none"><li>• If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the <b>Deductions and Adjustments Worksheet</b> on page 2.</li><li>• If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$10,000 if married), see the <b>Two-Earners/Multiple Jobs Worksheet</b> on page 2 to avoid having too little tax withheld.</li><li>• If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.</li></ul>			

Cut here and give Form W-4 to your employer. Keep the top part for your records.

<b>Form W-4</b> Department of the Treasury Internal Revenue Service		<b>Employee's Withholding Allowance Certificate</b>		OMB No. 1545-0074 <b>2011</b>	
▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.					
1 Type or print your first name and middle initial. <b>SHEERI K.</b>		Last name <b>CABRAL</b>		2 Your social security number <b>150-72-5995</b>	
Home address (number and street or rural route) <b>58 KEENAN STREET</b>				3 <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.	
City or town, state, and ZIP code <b>WATERTOWN, MA 02472</b>				4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. ▶ <input type="checkbox"/>	
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)				5	2
6 Additional amount, if any, you want withheld from each paycheck				6	\$
7 I claim exemption from withholding for 2011, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"><li>• Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and</li><li>• This year I expect a refund of all federal income tax withheld because I expect to have no tax liability.</li></ul> If you meet both conditions, write "Exempt" here. ▶				7	
Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.					
Employee's signature (This form is not valid unless you sign it.) ▶				Date ▶ <b>11/01/2011</b>	
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)				9 Office code (optional)	10 Employer identification number (EIN)





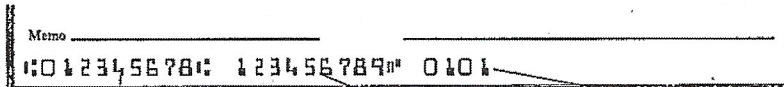
# Employee Direct Deposit Enrollment Form

**Payroll Manager—Please complete this section and enter data into your ADP Payroll system for employee enrollment. Then contact your CSR or AE for further instructions on how to update your employee's direct deposit information to ADP. NOTE: YOUR COMPANY NAME MUST BE FILLED IN BEFORE DISTRIBUTING THIS FORM TO YOUR EMPLOYEE FOR COMPLETION. (Please print.)**

Company Code: \_\_\_\_\_ Company Name: \_\_\_\_\_ Employee File Number: \_\_\_\_\_  
(referred to herein as "Employer")  
Payroll Mgr. Name: \_\_\_\_\_ Payroll Mgr. Signature: \_\_\_\_\_

To enroll in Full Service Direct Deposit, simply fill out this form and give it to your payroll manager. Attach a voided check for each checking account – not a deposit slip. If depositing to a savings account, ask your bank to give you the Routing/Transit Number for your account. It isn't always the same as the number on a savings deposit slip. This will help ensure that you are paid correctly.

Below is a sample check MICR line, detailing where the information necessary to complete this form can be found.



Routing/Transit #  
(A 9-digit number always  
between these two marks)

Checking Account #

Check #  
(this number matches the number in  
the upper right corner of the check—  
not needed for sign-up)

## Important! Please read and sign before completing and submitting.

I hereby authorize Employer, either directly or through its payroll service provider, to deposit any amounts owed me, by initiating credit entries to my account at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by Employer, either directly or through its payroll service provider, to my account. In the event that Employer deposits funds erroneously into my account, I authorize Employer, either directly or through its payroll service provider, to debit my account for an amount not to exceed the original amount of the erroneous credit.

This authorization is to remain in full force and effect until Employer and Bank have received written notice from me of its termination in such time and in such manner as to afford Employer and Bank reasonable opportunity to act on it.

Employee Name: SHEERI CABRAL

Employee Signature: [Signature]

Date: 11/01/2011

## Account Information

The last item must be for the remaining amount owed to you. To distribute to more accounts, please complete another form. Make sure to indicate what kind of account, along with amount to be deposited, if less than your total net paycheck.

1. Bank Name/City/State: CITIZENS BANK / WATERTOWN / MA

Routing/Transit #: 211070175

Account Number: 1304182174

☒ Checking ☐ Savings ☐ Other

I wish to deposit: \$ \_\_\_\_\_ or ☒ Entire Net Amount

2. Bank Name/City/State: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_

Account Number: \_\_\_\_\_

☐ Checking ☐ Savings ☐ Other

I wish to deposit: \$ \_\_\_\_\_ or ☐ Entire Net Amount

3. Bank Name/City/State: \_\_\_\_\_

Routing/Transit #: \_\_\_\_\_

Account Number: \_\_\_\_\_

☐ Checking ☐ Savings ☐ Other

I wish to deposit: \$ \_\_\_\_\_ or ☐ Entire Net Amount

## ATTENTION PAYROLL MANAGER:

Employers must keep each original employee enrollment form on file as long as the employee is using FSDD, and for two years thereafter.



# US Employee Information

Name:

CABRAL SHEERI KRITZER  
Last First Middle

SSN or Social Ins. # (CAD): 150-72-5995 Date of Birth: 09/17/1978

(mm/dd/yyyy)

Home Address: 58 KEENAN STREET  
WATERTOWN, MA 02472

Gender: ☐ Male ☒ Female Marital Status: ☒ Married ☐ Single

US Citizen: ☒ Yes ☐ No If no, current VISA status/type?

Ethnicity: ☒ White or Caucasian ☐ Black or African American ☐ Native Hawaiian or other ☐ Alaskan/Native American ☐ Hispanic or Latino ☐ Pacific Islander ☐ Asian ☐ Other: \_\_\_\_\_

## Emergency Contacts:

1. ANTONIO M. CABRAL +1 617-803-8410  
HUSBAND Name Phone #  
Relation  
2. JOSHUA A. KRITZER +1 978-844-4617  
BROTHER Name Phone #  
Relation

Current Email Address: AWFIEF@GMAIL.COM Phone #: +1 857-205-9786

Mozilla Email Address (if known):

Computer preference: 15" Mac w/ matte screen (If Mac, please indicate 13" or 15")



**Will you be relocating to the Mountain View area?**

☐ Yes; Date: \_\_\_\_\_

☒ No

If yes, please complete relocation form and attach.

**Have you contributed to a 401K plan, in 2011, prior to joining Mozilla?**

☐ Yes

☒ No

If yes, how much: \_\_\_\_\_

**How did you hear about this position?**

VIA AMY RICH, MOZILLA...

If referred by an employee, please list their

name

Start Date: 11/23/2011

650 Castro Street, Suite 300, Mountain View, CA 94043 • tel 650.903 .0800 • fax 650.903 .0875 •

[www.mozilla.com](http://www.mozilla.com)



## Confidential Information and Inventions Agreement

SKC  
11/10/2011

In exchange for the compensation and benefits provided by Mozilla, I acknowledge and agree to the terms in this document governing confidential information, Mozilla materials, and intellectual property ownership (the "Agreement"). Accordingly, this Agreement is between the signatory shown below ("you") and Mozilla Corporation ("we" or, except as noted otherwise, "Mozilla"), for the benefit of Mozilla, its parent, subsidiaries of Mozilla or its parent, and affiliates (collectively "the Mozilla Group").

### 1. Confidential Information

Mozilla does most things out in the open, and we strive to reduce the amount of Confidential Information we get from third parties. Despite that, during your time as an employee you will be exposed to certain Confidential Information owned by Mozilla, owned by third parties, or provided to us by users and governed by our privacy policy. This section of the Agreement describes the responsibilities you have with regards to such information. Accordingly, you agree that:

- Confidential Information will only be used as necessary to perform your job, that you will take reasonable steps to protect it (such as not letting it out of your control), that you will not disclose it to anyone outside the Mozilla Group, and that you will promptly notify your manager if you know of unauthorized use of Confidential Information.
- You further agree that all Confidential Information is owned by Mozilla, or (where appropriate) by the third party from whom it originated.
- "Confidential Information" means information or material which is proprietary to the Mozilla Group and not generally known outside the Mozilla Group, including information or material that you create, learn, or obtain, as well as information we receive in confidence from third parties. For example, this may include without limitation any information disclosed that is subject to applicable non-disclosure protections of Mozilla privacy policies, non-public product plans of Mozilla or 3<sup>rd</sup> parties, technical and business information, personnel information like salaries, or other sensitive information. Material need not be marked confidential for it to be considered Confidential Information.

### 2. Mozilla Materials

To ensure that we retain the rights to freely license, transfer, and control the materials that we produce with the help of employee contributors, this section of the Agreement describes the use, and ownership of Mozilla Materials. Accordingly, you agree that:

- Any Mozilla Materials that you produce are the property of Mozilla.
- Mozilla Materials will only be used as necessary to perform your job, that you will take reasonable steps to protect them (such as not letting them out of your control), and that you will promptly notify Mozilla if you know of unauthorized use of Mozilla Materials.
- You will return all Mozilla Materials and Confidential Information to your manager or a designated HR contact when this Agreement is terminated, and that if requested, you will certify compliance with this obligation.
- "Mozilla Materials" means (a) all hardware, equipment, papers, and other property belonging to the Mozilla Group (b) all data (such as documents, logs, or prototypes) that pertain to the business, whether such data has been created by you or by others and (c) all Confidential Information.



### 3. Intellectual Property and Assignment of Rights

While we release our source code under open source licenses, we still have to pay attention to the details of intellectual property law so that others can rely on the grants and permissions we give them. This section of the Agreement describes your responsibilities in this area. Accordingly, you agree that:

- **Assignment and Ownership.** Mozilla owns, and you agree to assign to Mozilla, all IP (and all rights, title, and interests therein) that you create, conceive or develop while you are acting as a Mozilla employee or using Mozilla equipment. In addition, you agree that any copyrightable works you create while acting as an employee are 'works made for hire,' and that therefore, in accordance with United States copyright law, Mozilla will be the author of such works. To the extent you retain any moral rights under applicable law, by signing this Agreement you ratify and consent to any action that may be taken with respect to such moral rights by, or authorized by, Mozilla, and you waive and agree not to assert any moral rights with respect to such actions. The assignments you make as part of your employment are made only to the fullest extent allowed by California Labor Code Section 2870, shown below for your reference.

#### California Labor Code Section 2870

a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either: (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or (2) Result from any work performed by the employee for his employer.

b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

- **Further Actions.** You agree to take any actions necessary (such as helping apply for a trademark, or helping defend against a patent cancellation proceeding) in order to support Mozilla's claims to Mozilla's IP. By signing this Agreement, you also designate and appoint Mozilla as your agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in your behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the assignments and actions set forth in this Agreement with the same legal force and effect as if executed by you.
- **Prior Ownership.** We acknowledge that nothing in this Agreement alters or modifies the ownership of works created by you prior to your employment with Mozilla (such as publications, blogs, code, websites, contributions to other projects, and research papers) and as further listed on Schedule A. If however, while employed at Mozilla and in connection with such employment services, you use or otherwise exercise or exploit any IP not assigned to Mozilla in this Agreement (for example, by putting code created by you prior to your employment with Mozilla into our code base), by signing this Agreement you grant Mozilla a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, world-wide, sub-licensable right to use and license to exploit and exercise that IP.
- **"Intellectual Property" ("IP")** means all intellectual property, including but not limited to inventions, works of authorship, know-how, information, ideas and trademarks.



## 4. Other Open Source Projects

Mozilla understands that many of our employees participate in the broader technology community. As a result, you are both permitted and encouraged to contribute source code to any open source project, author or edit books, journal articles, or similar manuscripts for publication, or participate in academic research and teaching opportunities, as long as you engage in these activities during non-work hours and without use of Mozilla Materials, and provided that such activities do not otherwise violate Mozilla's conflict of interest policy.

## 5. Previous Agreements

You agree that fulfilling the terms of this Agreement will not force you to breach any existing agreements you may have with previous employers or third parties, including but not limited to, any copyright assignments with other open source projects, non-compete clauses with prior employers, or non-disclosure agreements you may have signed with other organizations.

## 6. Other Provisions

In addition to the provisions above, you further agree that:

- **Parties.** For the purposes of this Agreement, except where specifically noted otherwise, "Mozilla" will refer to the Mozilla Corporation. However, when this Agreement refers to ownership by Mozilla of Confidential Information, Mozilla Materials, or other intellectual property, or requires you to assign rights to Mozilla in order to perfect such ownership, "Mozilla" will refer to whichever member of the Mozilla Group owns the property (or claims the right to be assigned the property) under applicable law and the agreements in force among the members of the Mozilla Group at the time. You acknowledge and agree that nothing in this Agreement will alter or change the ownership of materials, property or intellectual property as between the Mozilla Corporation and the other members of the Mozilla Group, and that you will have the same obligations to other members of the Mozilla Group with respect to property owned by or to be assigned to them as you have to Mozilla Corporation. If property is owned by (or to be assigned to) a member of the Mozilla Group other than Mozilla Corporation, we will notify you, and you may treat such notification as conclusive evidence of the correct ownership of the property in question.
- **3<sup>rd</sup> Party Beneficiaries.** You acknowledge and agree that the Mozilla Foundation, its subsidiaries, and affiliates of the subsidiaries, are the only third party beneficiaries under or to this Agreement.
- **Survival.** Your obligations under this Agreement will survive the termination of your employment with Mozilla.
- **Disclosure.** You acknowledge that Mozilla may inform future employers (including potential employers) about the terms of this Confidential Information and Inventions Agreement.
- **Injunctive Relief.** Because Mozilla may suffer irreparable harm and significant injury if you breach this Agreement, you agree that Mozilla can seek to have a court order you to stop doing something ('injunctive relief'), rather than merely collect damages once you've finished doing it.
- **Choice of Law & Venue.** This Agreement will be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, and each party hereby consents to the personal jurisdiction thereof.



- **Complete Agreement.** This Agreement, in conjunction with the attached offer letter (if any), constitutes the entire Agreement between you and Mozilla relating to the matters discussed herein and replaces any prior agreements, statements, or representations regarding its subject matter. By signing this Agreement, you acknowledge that you are not relying on any representations made to you that are not expressly included in this Agreement or offer letter.

By signing below, you agree that you have read this Agreement carefully, and that you understand and accept the terms and obligations that it imposes on you.

**EMPLOYEE:**

**MOZILLA CORPORATION:**

Signature: \_\_\_\_\_



Name (printed): SHEELA CABRAL

Date: 11/01/2011

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A - Prior Inventions & Ownership Disclosure**

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